

1 BILL NO. S-82-02-22

2 SPECIAL ORDINANCE NO. S- 52-820

3 AN ORDINANCE approving a contract for
4 Sewage Metering Facility, Resolution
5 354-81, between the City of Fort Wayne,
6 Indiana and Earth Construction &
7 Engineering, Inc., for construction of
8 a metering device.

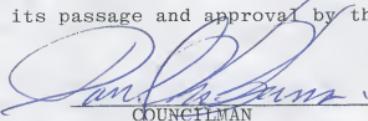
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That a certain contract, dated January 27,
12 1982, between the City of Fort Wayne, Indiana, by and through its
13 Mayor and the Board of Public Works, and Earth Construction &
14 Engineering, Inc., for:

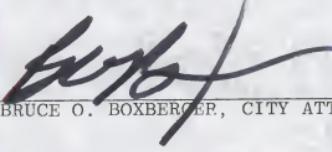
15 the construction of a metering device at
16 an existing structure located on the south
17 side of Washington Boulevard and on the
18 west side of the alley between Wabash
19 Avenue and Glasgow Avenue; also, commencing
20 at the 21 inch sewer pipe immediately south
21 of said structure; thence south 20+ LF
22 relocated connection of an 8 inch sewer pipe,

23 under Board of Public Works Resolution Number 354-81, at a total
24 cost of \$12,735.00, all as more particularly set forth in said
25 contract which is on file in the office of the Board of Public
26 Works and is by reference incorporated herein and made a part
27 hereof, be and the same is in all things hereby ratified, con-
28 firmed and approved.

29 SECTION 2. That this Ordinance shall be in full force
30 and effect from and after its passage and approval by the Mayor.

31 
32 COUNCILMAN

33 APPROVED AS TO FORM AND
34 LEGALITY FEBRUARY 19, 1982

35 
36 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Gaskins, and duly adopted, read the second time by title and referred to the Committee Clyde Miller (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 19, the 19 day of March, at 10:00 o'clock A.M., E.S.T.

DATE: 2-23-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Deer, and duly adopted, placed on its passage. PASSED (Lost) by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|-------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>8</u> | <u>—</u> | <u>—</u> | <u>1</u> | <u>—</u> |
| <u>BRADBURY</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>BURNS</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>EISBART</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>GiaQUINTA</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>NUCKOLS</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>✓</u> | <u>—</u> |
| <u>SCHMIDT</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>SCHOMBURG</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>STIER</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>TALARICO</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |

DATE: 3-9-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1-52-82 on the 9th day of March, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of March, 1982, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 17th day of March, 1982, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-02-22

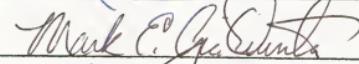
REPORT OF THE COMMITTEE ON CITY UTILITIES

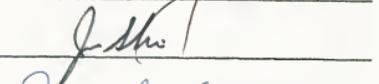
WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewage Metering Facility
Resolution 354-81, between the City of Fort Wayne Indiana and
Earth Construction & Engineering, Inc.. for construction of
a metering device

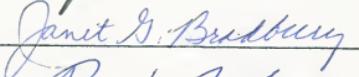
.....

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE 90 PASS.

PAUL M. BURNS - CHAIRMAN 

MARK E. GIAQUINTA - VICE CHAIRMAN 

JAMES S. STIER 

JANET G. BRADBURY 

ROY J. SCHOMBURG 

DATE 3-9-82 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

February 8, 1982

The Common Council
Fort Wayne, Indiana

SUBJECT: SEWAGE METERING FACILITY, RESOLUTION 354-81

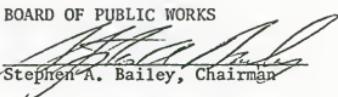
Gentlemen and Mrs. Bradbury;

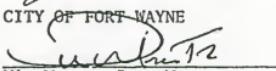
The contract for Sewage Metering Facility Device, Resloution 354-81 has been awarded to Earth Construction & Engineering, Inc. The construction of a metering device is not only intended for use by property owners but for the general benefit of the City. The cost of this improvement will be paid by the City of Fort Wayne out of monies from the Fort Wayne Sewer Utility.

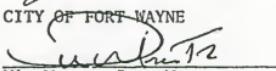
The Board of Public Works respectfully requests "Prior Approval" because records indicate that a low flow period exists in the months of February and March in the area where the meter is to be placed. The contractor must divert all flows during installation of the meter. Therefore, it is desired to take advantage of this low flow time period to install the meter. A Special Ordinance for formal approval will be submitted in the near future.

Sincerely,

BOARD OF PUBLIC WORKS


Stephen A. Bailey, Chairman

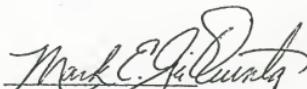

CITY OF FORT WAYNE

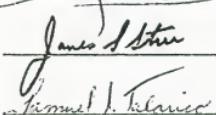

Win Moses, Jr., Mayor

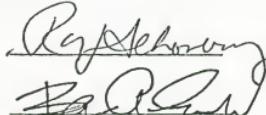
sjh

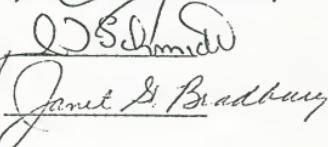
approved:


Charles Westerman


Mark E. Daniels


Samuel J. Kline


Ray Schermer


James D. Bradbury

attest: 
Charles Westerman AN EQUAL OPPORTUNITY EMPLOYER
City Clerk

est. 1843

orig.
Conwell 2/9/82CONTRACT NO. 354-1981

Board Order No. 128-81

Work Order No. 72635

THIS CONTRACT made and entered into in triplicate this 27 day of January, 1982, by and between Earth Construction and Engineering, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

SEWAGE METERING FACILITY - RESOLUTION NO. 354-81
WASHINGTON BOULEVARD - WEST OF GLASGOW AVENUE

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11080, Sheets 1 thru 2, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$10,695.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 354-1981.
- B. Instructions to Bidders for Contract No. 354-1981.
- C. Contractor's Proposal Dated December 4, 1981.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11080.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 100 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

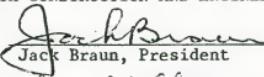
ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

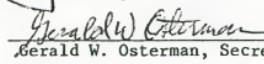
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EARTH CONSTRUCTION AND ENGINEERING, INC.

BY:


Jack Braun

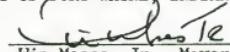
BY:


Gerald W. Osterman

Secretary

CITY OF FORT WAYNE, INDIANA

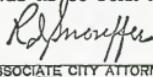
BY:


Win Moses, Jr., Mayor

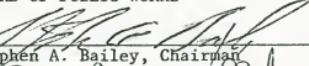
ATTEST:

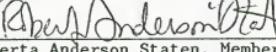

Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:


Associate City Attorney

BOARD OF PUBLIC WORKS


Stephen A. Bailey, Chairman


Roberta Anderson Staten, Member


Betty Collins, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of
_____, 1982.

Contract No. 354-1981

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That EARTH CONSTRUCTION & ENGINEERING, INC., as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are

held and firmly bound unto City of Fort Wayne, Board of Public Works,

One Main Street, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Obligee, in the amount of Ten Thousand Six Hundred Ninety-Five &

00/100 Dollars (\$10,695.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated January 19, 1982 entered into a contract with Obligee for Resolution #354-81 Sewage Metering Facility.

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

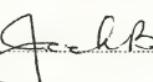
Whenever Principal shall be, and be declared by Obligee to be in default under the contract, the Obligee having performed Obligee's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may arrange for the performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of completing performance of the contract. If completed by the Obligee, and the reasonable cost exceeds the balance of the contract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the contract price as may be required to complete the contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the contract falls due.

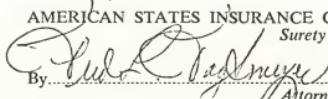
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 19th day of January 19.82.
EARTH CONSTRUCTION & ENGINEERING, INC.

BY:  (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY

Surety

By  Attorney-in-Fact

Fred L. Tagtmeyer

AMERICAN STATES INSURANCE COMPANY
INDIANAPOLIS, INDIANA

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That EARTH CONSTRUCTION & ENGINEERING, INC.

as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the State of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are

held and firmly bound unto City of Fort Wayne, Board of Public Works,

One Main Street, Fort Wayne, Indiana 46802 as Obligee, hereinafter called Obligee, for the use and benefit of claimants as hereinbelow defined, in the amount

of Ten Thousand Six Hundred Ninety-five &.00/100 Dollars (\$10,695.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated January 19, 1982 entered into a contract with Obligee for Resolution #354-81 Sewage Metering Facility.

which contract is by reference made a part hereof, and is hereafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Obligee, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Obligee shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant shall have given written notice to any two of the following: The Principal, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said contract.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 19th day of January 19 82
EARTH CONSTRUCTION & ENGINEERING, INC.

BY: Jack Brum (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By: Fred L. Tagtmeyer Attorney-in-Fact

American States Insurance Company INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint GERALD C. KRAMER, BERNARD M. NIEZER, LOUIS H. ANDREWS, CURTIS C. HILL, GERALD C. KRAMER, JR., FRED L. TAGTMAYER AND WALTER E. MANSKA

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 25th day of July

A. D. 19 78

AMERICAN STATES INSURANCE COMPANY

(SEAL)

ATTEST: Thomas M. Ober
Assistant Secretary

By William M. Evans
Second Vice-President

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 25th day of July, A. D. 19 78, before me personally came

William M. Evans

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1981

My Commission Expires
STATE OF INDIANA } SS:
COUNTY OF MARION }

Linda J. Cannon
Notary Public

Thomas M. Ober

I do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be copied and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 19th

day of JANUARY, A. D., 19 82

(SEAL)

Form 9-1459 (12-72)

Thomas M. Ober
Assistant Secretary

TITLE OF ORDINANCE SEWAGE METERING FACILITY, RESOLUTION 354-81

DEPARTMENT REQUESTING ORDINANCE . . . BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Construction of a metering device at an existing structure

located on the south side of Washington Boulevard and on the west side of the alley between Wabash Avenue and Glasgow Avenue; also, commencing at the 21 inch sewer pipe immediately south of said structure; thence south 20± LF relocated connection of an 8 inch sewer pipe. Prior Approval received 2-9-82.

EFFECT OF PASSAGE construction of metering device to benefit property owners and city in general.

EFFECT OF NON-PASSAGE Metering device will not be installed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$12,735.00

ASSIGNED TO COMMITTEE